

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, executed in duplicate at Los Angeles, California, is made by and between **(Insert)**, a (privately owned restaurant or restaurant group), herein referred to as the Contractor and the City of Los Angeles, a municipal corporation, acting through its Department of Aging, herein referred to as the City.

W I T N E S S E T H

WHEREAS, the City desires to engage the Contractor to provide professional services as detailed elsewhere in this Agreement;

WHEREAS, the Contractor desires to perform services.

WHEREAS, the Contractor may subcontract for certain professional services;

WHEREAS, the Subcontractors of the Contractor are subject to all of the same provisions as in this Agreement (collectively known as “the Contractor”);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Contractor and the City agree as follows:

A G R E E M E N T

Section 1. Statement of Work and Schedule

The Contractor shall perform and provide the services set forth in the Statement of Work and Schedule, which is attached hereto as Attachment I and by this reference incorporated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Statement of Work and Schedule as well as by the general provisions herein. The City reserves the right to update this Statement of Work and these procedures at any time upon written notification to the Contractor.

Section 2. Representation of the Parties and Service of Notice

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- A. The representative of the Contractor shall be, unless otherwise stated in the Agreement

(Insert)

- B. The representative of the City shall be:

(Insert)

With copies to:

(Insert)

Section 3. Compensation to the Contractor

- A. During the term of this Agreement, the Contractor will have the opportunity to prepare meals for senior citizens in the City of Los Angeles ("the Services"). The Contractor understands that the City is not guaranteeing that any specific amount, nor minimum, of meal preparation opportunities will be made available.
- B. For each meal the Contractor prepares, the City shall pay \$13. The rate of \$13 per meal shall include all supplies and labor for food sourcing, food preparation, recipe creation and meal planning, microwaveable and freezer-safe packaging for individual meals, thermally insulated boxes, disposable ice bags, labeling, and meal delivery.
- C. The Contractor shall submit an invoice to the City each Monday. The invoice shall include the number of meals ordered, the number of meals prepared, and the number of meals reported as delivered by drivers. Payment from the City to the Contractor shall be made on a monthly basis on the last day of the month.

Invoices not received within 30 days of expenditures being made by the Contractor will not be accepted by the City.

Section 4. Time of Performance

- A. The time period of this Agreement is subject to the following provisions: Sections 16, 17, 18, and 22, and availability of Federal Funds through the City of Los Angeles Department of Aging.
- B. A maximum of 48 hours prior to the day of meal delivery, the City will provide the Contractor with a list of the meal preparation opportunities for the day of meal delivery (e.g., the City will provide on Sunday the list of meal preparation opportunities for delivery on Tuesday). Meals must be prepared and properly packaged, labeled, bundled, and cooled by the specified delivery period.
- C. Unless stated otherwise and communicated in writing (e.g., via email), the Contractor will be responsible for continuing to prepare meals for the seniors to which it has been assigned throughout the duration of the Program.

Section 5. Notices, Demands and Communications

- A. Formal notices, demands, and communications are to be given hereunder by either party in writing and may be affected by email, by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed effective as of the date of mailing.
- B. Such notices, demands or communications shall be addressed as set forth below:

(1) For the Contractor

(Insert) _____ a
nd
(Insert)

(2) For the City:

- C. If the name of the person designed to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

Section 6. Audit Records and Bonding

- A. The Contractor and Subcontractors shall maintain financial records and reports relating to funds received under this Agreement.
- B. The Contractor and Subcontractors shall maintain books, records, documents and other accounting procedures and practices which reflect all costs of any nature, including cost of raw food, and labor cost expended in the performance of this Agreement.
- C. These records shall be subject to audit or inspection by duly authorized City, State or Federal personnel.
- D. The Contractor and Subcontractors shall maintain all books, records and other documents relative to this Agreement for three (3) years after the final payment or audit by the United States Federal Emergency Management Agency.
- E. The Contractor shall require Subcontractors to ensure that all agents or employees of the Subcontractor who handle funds received or disbursed by this Agreement are covered by fidelity insurance.
- F. The Contractor and Subcontractors shall provide, on an annual basis, an official copy of a CPA audit which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for the use of contract funds. All records of Subcontractors regarding food purchases, storage, and food preparation directly related to said program under this Agreement, shall be made available to the Contractor upon request.
- G. The Contractor and Subcontractors shall furnish reports as required by the Contractor, the City, the State of California, and the United States Federal Emergency Management Agency.
- H. The Contractor's and Subcontractors' recipes shall be available for review.
- I. The Subcontractor shall supply raw food cost and labor cost to the Contractor as needed.

Section 7. Amendments to Agreement

- A. The City reserves the right to update this Statement of Work and these procedures at any time upon written notification to the Contractor. Any changes, including changes in the scope of services to be performed by the Contractor, and any increase or decrease in amount of compensation, which are agreed to

by the Contractor and the City, shall be incorporated into this Agreement by written amendment properly executed by both parties.

Section 8. Permits and Licenses

- A. The Contractor shall require Subcontractors to hold valid permits, licenses, certificates and other documents as are required by the State, County, City or other governmental body or regulatory bodies to legally engage in the performance of the services provided under this Agreement, such as public health license, annual LA County Food program Inspection Report, annual Building and Fire Inspection Certificates. The Subcontractor shall notify the Contractor of any suspensions, terminations, lapses, or non-renewals or restriction of required licenses, certificates, or other documents which may be caused for termination of this Agreement.

Section 9. Conflict of Interest

- A. The Contractor, during the period to be covered by this Agreement shall have no interest, direct or indirect, with respect to Subcontractors which would create a conflict of interest. Subcontractors may be contributing employers to the Contractor, may have authority to appoint member(s) of Contractor's Board of Trustees, and/or may have employees or officers who sit on Contractor's Board of Trustees. Such status shall not be deemed a direct or indirect conflict of interest under this Agreement.
- B. No member, officer, or employee of the Contractor and no official, officer, or employee of the City of Los Angeles who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Provided, however, that Subcontractors may be contributing employers to the Contractor, may have authority to appoint member(s) of Contractor's Board of Trustees, and/or may have employees or officers who sit on Contractor's Board of Trustees.
- C. The Contractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City the right to terminate this contract or at the discretion of the City, to deduct from the Contractor's fees the amount of such commission, percentage, brokerage, or contingent fee.

Section 10. Location in the City of Los Angeles

- A. The Contractor is responsible for providing documentation that the Contractor and its Subcontractors are performing Services within the City of Los Angeles and are registered with the City's Office of Finance. Documentation should be

included on weekly invoices. Documentation could include providing addresses for where Services are performed and providing the Contractor's and Subcontractors' Business Tax Registration Certificate Numbers. These numbers can be located by searching this database:

<https://data.lacity.org/A-Prosperous-City/Is-Your-Business-Registered-/grur-nfhp>.

Section 11. Use of Protective Gear

- A. The Contractor and its Subcontractors are responsible for adhering to Los Angeles Mayor Eric Garcetti's Worker Protection Order (iss. April 7, 2020; revised April 16, 2020). This includes providing workers with or reimbursing workers for purchasing protective gear. Protective gear includes a facial fabric covering and access to hand sanitizer or a hand washing station for use every 30 minutes, among other provisions. Spot checks by City of L.A. personnel may be performed without prior notice.

Section 12. Adherence to Government Guidelines for Safe Food Preparation, Handling, Storage, and Delivery during COVID-19

- A. The Contractor and its Subcontractors are responsible for adhering to government guidelines for safe food preparation, handling, storage, and delivery during COVID-19. Provisions shall be made by the Contractor to provide in-service training regarding food sanitation and safety for the food service staff before the beginning of this contract. Subcontractor shall pay the wages for its union employees to attend the training, either online or in-person.
- B. These include requiring that all workers complete the ServSafe Food Handler(R) California Online Course & Assessment within 30 days of beginning meal preparation and pick-up. This assessment costs \$15.00 per person, takes 90 minutes, and is available online and in English, Spanish, Chinese, Korean, and Vietnamese. Through April 30, 2020, this course is available for free. The course and assessment are available here:
<https://www.servsafe.com/access/SS/Catalog/ProductDetail/SSECT6CA>.
- C. These also include posting in workplaces and disseminating information to workers about government guidelines for safe food preparation, handling, storage, and delivery during COVID-19. Resources are available via the following links:
- U.S. Food and Drug Administration Guidelines:
<https://www.fda.gov/food/food-safety-during-emergencies/best-practices-retail-food-stores-restaurants-and-food-pick-updelivery-services-during-covid-19>
 - L.A. County Department of Public Health:
<http://www.publichealth.lacounty.gov/media/Coronavirus/GuidanceFoodFacilities.pdf>

- City of Los Angeles:
https://aging.lacity.org/sites/default/files/COVID_Food_Packaging_and_Delivery.pdf
- D. Spot checks of the Contractor and its Subcontractors by City of L.A. personnel to ensure that guidelines are being followed may be performed without prior notice.
- E. Additionally, to ensure that meals are prepared in a safe and sanitary environment in concert with the California Health and Safety Code, Subcontractors must employ a qualified Food Service Manager.

Section 13. Changing Subcontractors

- A. The Contractor must provide written notification to the City 10 days in advance of adding, changing, or subtracting Subcontractors, as Delivery and Senior Matching are contingent on the Contractor's and Subcontractors' locations. If the City deems the substitute Subcontractor not to be viable, then the City can choose not to offer meal preparation opportunities to the Contractor or Subcontractor

Section 14. Independent Contractor Status of Subcontractors

- A. The parties agree that the performance of the Subcontractors' services here under shall be in the capacity of independent contractor and that no employee of Subcontractors have been, are, or shall be employees of the Contractor by virtue of this Agreement, and the Subcontractors shall so inform each employee organization and each employee who is hired or retained under this agreement.

Section 15. Discrimination Prohibited

- A. The Contractor shall not discriminate against any employee or person served on account of race, color, sex, religion background, ancestry or national origin or disability in its performance of this contract.
- B. It is expressly understood that upon receipt of evidence of such discrimination, the City shall have the right to terminate said contract.

Section 16. Indemnification by Contractor

- A. Each Contractor agrees to indemnify, protect and hold harmless the City, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of that

Contractor and/or its personnel arising from the performance of Services under this Agreement, including personal injury or death to any person, as well as any liability arising from that Contractor's failure to comply with the terms of this Agreement.

- B. Each Contractor's obligations hereunder shall include the cost of defense, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by the City.
- C. The Contractor and its Subcontractors agree to indemnify, protect and hold harmless the City, from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to that Contractor's personnel.

Section 17. Indemnification by City

- A. The City agrees that Contractors will have responsibility for the selection of meal delivery services. All meal delivery services will be selected by the Contractor or the senior citizen consumer or their designated contact person.
- B. The meal provider is solely responsible for preparing, handling, storing, labeling and packaging all Items in accordance with applicable laws and regulations, including without limitation all laws, rules and regulations governing time or temperature controls required for food safety ("Food Safety Standards") and, if applicable, all applicable laws, rules, and regulations for the handling and labeling of Alcohol Items ("Alcohol Safety Standards").
- C. The City agrees to indemnify, protect and hold harmless the Contractor and Subcontractors, as well as their successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of the meal delivery drivers in preparing, handling, and delivering all meals in accordance with applicable laws and regulations.

Section 18. Insurance

- A. Insurance on the Contractor and Subcontractors being used to prepare meals shall meet or exceed the minimum liability insurance required by the City of Los Angeles; and provide adequate insurance to protect Contractor and Subcontractors from (A) claims for damages because of bodily injury, sickness, disease or death that arise out of any negligent act or omission of Contractor and Subcontractors and (B) claims for damages because of injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, that arise out of any negligent act or omission of Contractor, and (C) claims for damages because of food spoilage and safety during the preparation of meals.

- B. If requested by the City, Contractor shall take steps for the City to be named as additional insured or additional loss payee, as appropriate, on Contractor's insurance policies applicable to the Services and such insurance policies shall contain such additional endorsements as shall be reasonably required by the City.
- C. The City holds the right to request proof of such insurance by Contractor and Contractor shall have valid insurance documentation readily available to be provided to the City upon request.

Section 19. Compliance with Statutes and Regulations

- A. In the performance of this Agreement, the Contractor shall obey all laws of the United States, the State of California and the ordinances, regulations, policies, code and charter provisions of the City of Los Angeles, including but not limited to the applicable provisions of Charter Section 389 pertaining to hours of employment and compensation.

Section 20. Federal, State and Local Taxes

- A. Federal, State and local taxes shall be the responsibility of the Contractor and its Subcontractors.

Section 21. Renewal Options

There are no automatic renewal options with this agreement.

Section 22. Termination

- A. This Agreement is effective on the date executed by the Contractor and expires either when the City has discontinued its Program for the preparation and delivery of meals to senior citizens or if the Contractor has violated the conditions of the Agreement.
- B. Violations of the conditions of the Agreement could include improper invoicing, not adhering to the City's nutritional guidelines, missing pick-up times, and not preparing enough meals, among other Service Failures.
- C. The City may terminate this Agreement immediately upon the Contractors' violation of the Agreement. Otherwise, the City or the Contractor may terminate this Agreement by providing 5 days written notice to the other party.
- D. In addition, the City may terminate the Contractor due to lack of funds. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than 5days written notice to the other party. The Los Angeles City Department of

Aging shall be the final authority as to the availability of funds of Federal and State funds. Waivers of breach of any provision of the contract shall not be construed to be a modification of the terms of the contract.

Section 23. Negotiation of Disputes

- A. Any dispute of law or fact between the Contractor and the City shall be settled between the parties concerned in such a manner that it will not delay or adversely affect the performance of the Contractor.

Section 24. Date of Execution

- A. The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this agreement is made, provided however that the term shall be for the period set forth in Section 4 herein.

Section 25. Complete Agreement

- A. This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any office or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

Section 26. Number of Pages and Attachments

- A. The Agreement includes _____ () pages and one (1) attachment which constitute the entire understanding and agreement of the parties

IN WITNESS WHEREOF, the Contractor and the City have caused this Agreement to be executed by their duly authorized representatives.

Executed this _____ day of _____,
_____ year

FOR:

(Name of Contractor)

BY:

Executive Director

FOR CITY OF LOS ANGELES:

Executed this _____ day of _____,
_____ year

PROFESSIONAL SERVICES AGREEMENT - FOOD SERVICE

BETWEEN

THE CONTRACTOR

AND

THE CITY

STATEMENT OF WORK AND SCHEDULE (Revisions effective with the signature of both parties to this agreement)

During the term of this Agreement, the Contractor will have the opportunity to prepare meals for senior citizens in the City of Los Angeles ("the Services"). The Contractor understands that the City is not guaranteeing that any specific amount, nor minimum, of meal preparation opportunities will be made available.

A maximum of 48 hours prior to the day of meal delivery, the City will provide the Contractor with a list of the meal preparation opportunities for the day of meal delivery (e.g., the City will provide on Sunday the list of meal preparation opportunities for pick-up on Tuesday). Meals must be prepared and properly packaged, bundled, labeled, arranged, and cooled by the specified pick-up period.

Unless stated otherwise and communicated in writing (e.g., via email), the Contractor will be responsible for continuing to prepare meals for the seniors to which it has been assigned throughout the duration of the Program.

The Contractor will coordinate the program, recruit employees, select and supervise Subcontractors, and provide training, apprenticeship, and other workforce services to employees performing services on the program to ensure they are qualified and well-trained.

1. Food Supplies Requirements

The Contractor will utilize Subcontractors to
Good Food Purchasing Policy Guidelines

- Fruits, vegetables and whole grains must account for at least 25% of total food purchases.
- Seasonal fruits and vegetables are sourced locally to ensure best taste, quality, and price.

- Purchase unprocessed whole fresh fruits. When whole fresh and unprocessed fruits cannot be purchased, purchase unsweetened frozen fruit. If frozen products are unavailable, fruit should be canned in water or its own juice with no sugars added.
- Purchase unprocessed whole vegetables. When whole vegetables and unprocessed vegetables cannot be purchased, frozen vegetables without added sodium and fat are to be purchased. If frozen products are unavailable, canned vegetables are to be low sodium (per FDA definitions) or have “no salt added”.
- At least 50% of sides, when applicable, shall be made with whole grains. Whole grains products must contain 3 grams of fiber per serving and is the first ingredient on the label. Whole grains are brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole grain barley, whole grain corn, whole grain triticale, whole oats, whole rye, and whole wheat and wild rice.
- When meat is offered, prioritize the purchase of “extra lean” (total fat <5%) and “lean” (total fat <10%) meat such as skinless chicken, turkey, ground beef and ground turkey and pork.
- When meats are offered, eliminate the purchase of processed meats. Prepare raw meats with herbs, spices and only low sodium bases, sauces and gravies.
- When dairy products are offered, purchase Fat Free, Low Fat or reduced fat dairy products, with no added sweeteners.
- All juice is to be 100% fruit juice with no added sweeteners and vegetable juice 100% must be low sodium (140 mg per FDA)
- Adhere to the Trans-fat policy by eliminating any use of hydrogenated and partially hydrogenated oils when cooking or baking, if possible. All pre-packaged food must have zero grams trans-fat per serving (as labeled)
- Offer Low Fat and/or Low Calorie and / or Low Sodium condiments as per FDA definitions.

2. Meal Nutritional Requirements

During the Time of Performance as set forth herein, the Contractor shall require Subcontractors to furnish all food, labor and equipment necessary to prepare and deliver individual meals in compliance with City of Los Angeles Department of Aging’s Dietary Recommendations for Senior Meals, as provided to the Contractor and outlined in Table 1 below.

Table 1. City Department of Aging Senior Meal Nutritional Guidelines

Protein (Meat, Fish, Poultry)	- <u>3 oz. edible portion</u> (exclusive of bone, fat gristle, etc.). When meat is offered, prioritize the purchase of “extra lean” (total fat <5%) and “lean” (total fat <10%) provide skinless chicken, turkey, ground
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	beef and ground turkey and pork (No Trans-fat)
Vegetable/Fruits	<ul style="list-style-type: none"> - <u>2-1/2 c servings of either</u> (exclusive of dessert). - Purchase unprocessed whole fruits and vegetables, when unavailable frozen fruits & vegetables without added sodium and fat. If frozen unavailable, purchase canned fruits and vegetables that are low sodium and fruits packed in own juice, no added sugar.
Grain / Starch	<ul style="list-style-type: none"> - 1 slice of bread (3 grams of fiber or 1/2 cup serving of cooked whole grains. Such as brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole grain, whole grain triticale barley, whole grain corn, whole oats, whole rye, whole wheat and wild rice (No Trans-fat)
Dessert	<ul style="list-style-type: none"> - 1-1/2 cup or fresh fruit equivalent. Puddings and gelatin desserts, ice cream or sherbets, cobblers, cake, pie and cookies. These items are limited to once per week. (No Trans-fat)
Milk or Milk Products	<ul style="list-style-type: none"> - 8 fluid oz. serving or calcium equivalent. Non-fat or low-fat dairy products desired
Beverage	<ul style="list-style-type: none"> - Water is required. Coffee, decaffeinated coffee, or tea (optional)

The Contractor shall provide all condiments, which are normally served with specific menus, including, but not limited to, salt, pepper, salad dressing, tartar sauce, mustard, catsup, and garnishes, such as lemon slices, parsley and cilantro. The Contractor shall also provide a disposable napkin and utensils with each meal.

3. Submission and Approval of Menus

All menus shall be in compliance with the City's Dietary Recommendations for Senior Meals outlined in Table 1. The Contractor and Subcontractor have the responsibility for menu writing. The Contractor is responsible for typing and emailing menus to the City on a weekly basis. The City has the authority to mandate that the Contractor and

Subcontractor make changes based on feedback from seniors, nutritional concerns, or other considerations. These requests will be made in writing.

4. Meal Packaging & Bundling Requirements

Meals should be packaged individually in containers that can be both microwaved and frozen. Each meal should be labeled with the type of meal, a “use by” date, and instructions for reheating.

The Contractor shall provide all condiments, which are normally served with specific menus, including, but not limited to, salt, pepper, salad dressing, tartar sauce, mustard, catsup, and garnishes, such as lemon slices, parsley and cilantro. The Contractor shall also provide a disposable napkin and utensils with each meal.

Meals shall be packaged into boxes of 5 meals. Boxes shall be single use, thermally insulated, include disposable ice packs, and not weigh more than 20 pounds each. Boxes shall include the meals, condiments, disposable napkin, and utensils.

Each box shall be labeled with the Name, Contact Number, and Address of the Senior Recipient. Each box shall also be labeled with the Name and Contact Number of the Contractor.

5. Pick-up Procedures

Whether the Contractor is using its employees for delivery services or subcontracting delivery services, the Contractor must provide an address for pick-up, as well as any special instructions for finding the address for pick-up.

Prior to the time scheduled for pick-up:

- The Contractor must ensure that the meals are being kept at a safe temperature for being transported by vehicles.
- The Contractor must also ensure that meals have been individually packaged, bundled into boxes, and properly labeled.
- The Contractor must arrange boxes according to address to facilitate efficient delivery of the boxes.
- The Contractor must identify an area where these boxes can be picked up that minimizes interaction across individuals and maximizes social distancing.

During the time window scheduled for pick-ups:

- The Contractor is responsible for providing a single point of contact and contact number for any questions.
- The Contractor is responsible for making sure all boxes are readily accessible for pick-up.
- The Contractor must follow government guidelines for safe food pick-up and delivery.

- Each box should have enough thermal insulation and ice packs to maintain safe temperatures for food of up to 3 hours. However, deliveries must be completed within 2 hours from pick-up from the Contractor's Facility.

6. Delivery Procedures

Whether the Contractor is using its employees for delivery services or subcontracting delivery services, the Contractor must follow the following procedures for delivery:

While the meals are being transported:

- The Contractor must ensure that meals are being kept at a safe temperature. This includes ensuring that they have the proper packaging, including thermal insulation and ice packs, or ensuring that the meals are transported via refrigerated vehicle.
- The Contractor must limit the amount of time that the meals are in vehicles based on food safety guidelines. These guidelines are understood to be under 3 hours if packaged with thermal insulation and ice packs and under 6 hours if transported via refrigerated vehicle).

When the meals are delivered:

- The Contractor should place the box on the doorstep of the senior's home, knock or ring the bell of the home, then step away.
- The Contractor should maintain a safe distance while viewing whether the package is picked up by the occupant.
- If the package is not picked up within 10 minutes, the Contractor should call the contact number.
- If the package is still not picked up, the Contractor should leave the package on the doorstep.

Contractors are responsible for tracking and communicating to the City metrics on deliveries, including:

- How many meals were successfully delivered (e.g., the package was picked up by the occupant)
- How many meals were left on doorsteps
- Number and type of "incidents." Incidents include:
 - Contractor could not access the home (e.g., there was a gate or a code was needed)
 - Incorrect address
 - Recipient had moved
 - Recipient no longer wanted meal service
 - Package was dropped

7. Receipts and Invoice Procedures

The Contractor shall submit an invoice to the City each Monday. The invoice shall include the number of meals ordered, the number of meals prepared, the number of meals successfully delivered during the week prior. Payment from the City to the Contractor shall be made on a monthly basis on the last day of the month. Invoices not received within 30 days of expenditures being made by the Contractor will not be accepted by the City.

8. Communicating Meal Orders

A maximum of 48 hours prior to the day of meal pick-up, the City will provide the Contractor with a list of the meal preparation opportunities for the day of meal delivery (e.g., the City will provide on Sunday the list of meal preparation opportunities for pick-up on Tuesday). Meals must be prepared and properly packaged, bundled, and cooled by the specified pick-up period.

Unless stated otherwise and communicated in writing (e.g., via email), the Contractor will be responsible for continuing to prepare and deliver meals for the seniors to which it has been assigned throughout the duration of the Program.

Meal orders will be communicated along the following format:

- Client's Name
- Client's Contact Number
- Client's Address
- Client's Meal Choice
- Days of Delivery
- Delivery Window (Scheduled Time for Delivery)